

ARTICLE 17 - MISCELLANEOUS

Section 17.01

Successors and Permitted Assigns. The provisions of this Contract shall extend to the parties hereto and to their successors and permitted assigns.

Section 17.02

Entire Agreement. This Contract contains the entire agreement between the parties and there are no oral promises, agreements, warranties, obligations, assurances, or conditions, expressed or implied, precedent or otherwise, affecting it.

Section 17.03

Dispute Resolution. Seller and Buyer shall use their best efforts to settle any dispute, claim, question or disagreement arising out of or relating to this Contract or any alleged breach of this Contract. This Contract and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado (without regard to Colorado's choice of law rules). Any and all actions arising between the parties in respect of this Agreement shall be brought in the State of Colorado. The parties submit to the jurisdiction of, and do hereby agree to voluntarily appear in such courts.

Section 17.04

Authority. Each of the parties to this Contract represents that it has full authority to enter into this Contract. Except where otherwise provided by law, this Contract shall be kept confidential and shall be known only to the parties hereto.

Section 17.05

Independent Contractors. Buyer and Seller agree that the relationship between them is that of independent contractors. Nothing in this Contract shall constitute either Seller or Buyer as agent, representative, partner, joint venturer or employee of the other party. Neither Seller nor Buyer shall have, nor shall either represent itself as having, any right, power or authority to create any contract or obligations, either express or implied, on behalf of, in the name of, or binding upon the other party, or to pledge the other's credit or to extend credit in the other's name unless the other party shall provide advance written consent thereto.

Section 17.06

Counterparts. This Contract may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.